personally bound. *Delbers v. Del. & H. C. Co.*, 4 Wend. 285. But an agent is not personally liable on a note made by him to one who took it with knowledge of intention to act as agent. *Bradley v. McKee*, 5 Cranch C. C. 298. Nor will he be personally bound if contrary intention appears on the face of the instrument. *Haskins v. Edwards*, 1 Iowa, 246. But the attorney has a remedy over against the principal, if he has acted in good faith. *Clark v. Randall*, 9 Wis. 135.

CONTRACTS—EXCLUSIVE CONTRACT FOR PERSONAL SERVICES—INJUNCTION.—TAYLOR IRON & STEEL CO. V. NICHOLS ET AL., 61 ATL. 946 (N. J. EQ.).—*Held*, that where a contract contains an agreement that one shall devote his entire time to the service of another it does not imply a covenant not to serve a third party during the period covered by the contract.

Even if employees quit under circumstances showing bad faith equity will not force them to remain in service against their will. *Arthur v. Oakes*, 63 Fed. 310. Employees cannot, while in service, perform some duties and refuse to perform other necessary duties. *So. Cal. Ry. v. Rutherford*, 62 Fed. 796. The mere fact of an employee's knowledge of the business will not justify an injunction against violation of his contract. *Rogers Mfg. Co. v. Rogers*, 58 Conn. 356. To justify the injunction there must be an express covenant *not* to enter the employ of another and also proof of special skill or expertness. *Burney v. Ryle*, 91 Ga. 701. Under an exclusive contract for services when the pecuniary injury would be incapable of proof an injunction would be granted even in the absence of the negative clause. *Col. Club v. Reilly*, 11 Ohio Dec. 272. But even under such circumstances the injury must be irreparable. *Sternberg v. O'Brien*, 48 N. J. Eq. 370. And not remediable at law. *Hair Co. v. Huckins*, 56 Fed. 366. Where performance for another would violate contract negative clause would be implied. *Duff v. Russell*, 133 N. Y. 678. In *Hamblin v. Dunneford*, 2 Edw. Ch. 529, an injunction was refused, although there was an express covenant not to perform and the breach was acknowledged.

CONTRACTS—PUBLIC POLICY—LABOR UNIONS.—JACOBS V. COHEN, 34 N. Y. LAW JOUR. 58.—*Held*, that a tripartite agreement, made by an employer with a labor union and with his employees, who were members of the union, in which he contracted not to engage any person, who was not a member of the union and in good standing, and to discharge any person who should fail to keep up his standing in the union, is not an agreement in violation of any public policy.

Both opinions in this case spend much time in comparing it with *Curran v. Gallen*, 152 N. Y. 33. That case is, however, easily distinguishable. In *Curran v. Gallen*, *supra*, the purpose of the agreement was to coerce those who were not parties to it. In this case the employers were parties to the contract. This distinction is made clear in *Stevedore's Ass'n v. Walsh*, 2 Daly (N. Y.) 1. But see *dicta* in *People v. Fisher*, 14 Wend. 9. This distinction is by no means uncommon. *Case of the Journeymen Cordwainers of the City of New York*, 1810; (*People v. Treguler*,) 1 Wheelers Crim. Cases, 142; *Com. v. Hunt*, 4 Metc. 111. It is recognized by statute in England, 5 Geo. IV., c. 95, secs. II and III. Agreements between employees or between employers for their common benefit are valid, provided no unlawful means are used to carry out their ends. *Collins v. Locke*, 4 App. Cas. 674; *Slate v. Stewart*, 59 Vt. 273; *Snow v. Wheeler*, 113 Mass. 179. It has been held,